

RECORDATION NO. 10625-A FILED 1425

JAN 31 1995 -12 05 PM

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OF COUNSEL
URBAN A. LESTER

January 31, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) executed copies of a Termination of Security Agreement-Trust Deed, dated as of January 5, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement duly filed with the Commission under Recordation Number 10625.

The names and addresses of the parties to the enclosed document are:

Debtor : Norwest Bank Minnesota, N.A.
~~7900 Xerxes Avenue South~~ 600 South 62 St.
~~Bloomington, Minnesota 55434~~ Minneapolis, MN 55479

Secured Party : First Security Bank of Utah, NA
79 South Main Street
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed document is:

six (6) GP-11 locomotives ICG 8707 - ICG 8712, inclusive.

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Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Alvord', written in dark ink.

Robert W. Alvord

RWA/bg
Enclosures

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TERMINATION OF SECURITY AGREEMENT-TRUST DEED INTERSTATE COMMERCE COMMISSION

THIS TERMINATION OF SECURITY AGREEMENT-TRUST DEED is made as of January 5, 1995, by Norwest Bank Minnesota, N.A., a national banking association formerly known as Northwestern National Bank of Minneapolis ("Debtor"), and First Security Bank of Utah, N.A., a national banking association ("Secured Party").

WITNESSETH:

WHEREAS, Debtor and Secured Party are parties to that certain Security Agreement-Trust Deed (ICC Recordation No. 10625) dated as of May 20, 1979 (the "Security Agreement") pursuant to which Debtor granted to Secured Party a security interest in, among other things, Debtor's interest in and to the 6 locomotives more fully described on Schedule 1 attached hereto and that certain Equipment Lease (ICC Recordation No. 10624) dated as of May 20, 1979 between Debtor and Illinois Central Railroad Company, a Delaware corporation formerly known as Illinois Central Gulf Railroad Company; and

WHEREAS, all indebtedness of Debtor to Secured Party has been repaid in full, and the other duties and obligations of the parties to the Security Agreement have been satisfied and discharged;

NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with authority to issue and execute this document, intending to be legally bound, and recognizing the need to officially terminate the Security Agreement in the files of the Interstate Commerce Commission, Secured Party hereby releases any security interest, lien, or other encumbrance in the Equipment, and Debtor and Secured Party hereby terminate and cancel the Security Agreement and release each party from all further obligations and liabilities thereunder effective as of the date herein first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Security Agreement-Trust Deed to be duly executed as of the date hereinabove first written.

NORWEST BANK MINNESOTA, N.A.

By: Mark J. CountTitle: Vice PresidentFIRST SECURITY BANK OF UTAH, N.A.
not in its individual capacity but solely
as Security TrusteeBy: McLaryTitle: ASST. V. P.

STATE OF MINN)
COUNTY OF HENN) SS:

On this 5 day of January, 1995, before me personally appeared the within named MARK J. LAPOINT, to me personally known, who, being by me duly sworn, says that he is VICE PRES of Norwest Bank Minnesota, N.A., that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

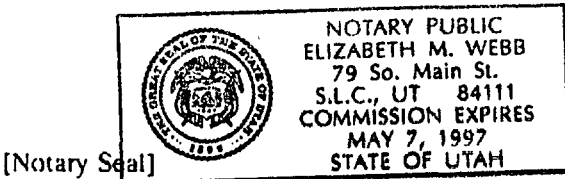


Kurt L. Isaacson
Notary Public

My commission expires: _____

STATE OF Utah)
COUNTY OF Salt Lake) SS:

On this 25th day of January, 1995, before me personally appeared the within named Santa Lisa Clayton, to me personally known, who, being by me duly sworn, says that he is Asst. Vice Pres of First Security Bank of Utah, N.A., that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



Elizabeth M. Webb
Notary Public

My commission expires: _____

Schedule 1

Equipment

<u>TYPE</u>	<u>ROAD NOS. (INCLUSIVE)</u>	<u>QUANTITY</u>
General Motors GP-11 Diesel Electric Locomotives	ICG8707-8712	6